

SEP. 15. 2003 3:54PM

MACPHERSON KWOK CHEN

NO. 558

P. 1

Revocation

1762 Technology Drive
Suite 226
San Jose, CA 95110
Tel. 408-392-9250
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2402 Michelson Drive
Suite 210
Irvine, CA 92612
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MacPherson Kwok Chen & Heid LLP

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OCT 09 2003

TC 1700

FACSIMILE COVER

Date:	September 15, 2003		
To:	Office of Initial Patent Examination	Fax Telephone #:	(703) 746-9195
From:	Theodore P. Lopez	Date Sent:	September 15, 2003
Subject:	Submission of Power of Attorney by Assignee for Application Serial No. 09/854,333	Time Sent:	
Client/File:	M-9998-1P US	Fax Operator:	Adriane Giberson

This transmittal consists of 17 total page(s), including this cover sheet.

Message:

If you do not receive all pages, please call (949) 752-7040

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENT(S) NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

Received from < 9497527049 > at 9/15/03 7:00:53 PM [Eastern Daylight Time]

MacPherson Kwok Chen & Heid LLP

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San Jose, CA 95110

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OCT 09 2003

TC 1700

September 15, 2003

Commissioner For Patents
Washington, D.C. 20231

Re: Applicant(s): Brian S. Medower; Ian R. Redmond; David H. Davies
Assignee: DPHI Acquisitions, Inc.
Title: Optical Data Storage Media With Enhanced Contrast
Serial No.: 09/854,333 Filed: 05/11/2001
Examiner: Unassigned Group Art Unit: 2651
Docket No.: M-9998-1P US

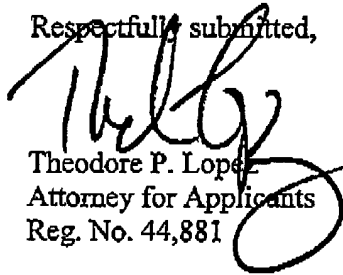
Dear Sir:

Transmitted herewith are the following documents in the above-identified application:

- (1) This Transmittal Letter;
- (2) Power of Attorney By Assignee Of Entire Interest (2 pages);
- (3) Exhibit A: Copy of Recordation of Assignment Document (3 pages);
- (4) Exhibit B: Copy of Notice of Recordation of Assignment Document (4 pages); and
- (5) Exhibit C: Copy of Assignment from Silicon Valley Bank et al. to DPHI Acquisitions, Inc. (6 pages).

☒ Also, charge any additional fees required and credit any overpayment to our Deposit Account No. 50-2257

Respectfully submitted,


Theodore P. Lopez
Attorney for Applicants
Reg. No. 44,881

I hereby certify that this correspondence is being transmitted via facsimile to telephone number (703) 746-9195 addressed to:
Office of Initial Patent Examination, Commissioner for Patents,
Washington, D.C. 20231, on September 15, 2003.


Adriane Giberson9-15-03
Date of Signature

DP12

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Brian S. Medower; Ian R. Redmond; David H. Davies
Assignee: DPHI Acquisitions, Inc.
Title: Optical Data Storage Media With Enhanced Contrast
Serial No.: 09/854,333 Filing Date: May 11, 2001
Examiner: Unassigned Group Art Unit: 2651
Docket No.: M-9998-1P US

COMMISSIONER FOR PATENTS
Washington, D.C. 20231

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer No. 32605

Please address all correspondence and telephone calls regarding this application to:

Theodore P. Lopez
MacPherson Kwok Chen & Heid LLP
2001 Gateway Place, Suite 195E
San Jose, CA 95110
Phone: (949) 752-7040
Fax: (408) 392-9262

ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified patent application/patent by virtue of a chain of title from the inventor(s) of the above-identified patent application/patent to the above-identified assignee as shown below:

1. From: Brian S. Medower To: DataPlay, Inc.
2. From: Ian R. Redmond To: DataPlay, Inc.
3. From: David H. Davies To: DataPlay, Inc.

The document was submitted to the Patent and Trademark Office for recordation on August 13, 2001. A copy of the document is attached.

4. From: DataPlay, Inc To: Silicon Valley Bank

The document was recorded in the United States Patent and Trademark Office at Reel 012493 Frame 0423.

5. From: Silicon Valley Bank To: DPHI Acquisitions, Inc.

A copy of the assignment document being attached hereto.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date: 4/15/03

DPHI Acquisitions, Inc.

By: Jeffrey L. Roberts
(Signature)

Name: William J. Almon, Jr.

Title: President & CEO

JEFFREY L. ROBERTS
DIRECTOR, FINANCE

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICETO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE:
PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

(a) Brian S. Medower(b) Ian R. Redmond(c) David H. Davies

Additional name(s) of conveying party(ies) attached?

☐

Yes

☒

No

2. Name and address of receiving party(ies):

Name: DataPlay, Inc.Street Address: 2560 55th StreetCity/State/Zip: Boulder, Colorado 80301Country: USA

3. Nature of Conveyance:

☒

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☐

Other _____

Execution Date(s): 08/0701

Name and address of receiving party(ies):

Name:

Street Address:

City:

State:

Zip:

Country:

Additional name(s) & address(es) attached?

☐

Yes

☒

No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) - 09/854,333Title: OBJECTIVE DATA STORAGE MEDIA WITH
ENHANCED CONTRAST

B. Patent No.(s)

Additional numbers attached?

☐

Yes

☒

No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Eric A. StephensonInternal Address: SKJERVEN MORRILL MacPHERSON LLPStreet Address: 25 METRO DRIVE, SUITE 700City SAN JOSE State CA Zip 951106. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$40.00☒

Authorized to be charged to Deposit Account 19-2386

☒

Charge Deposit Account 19-2386 for any additional fees required for this conveyance and credit deposit account 19-2386 any amounts overpaid

DO NOT USE THIS SPACE

8. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Eric A. Stephenson

Name of Person Signing

38,321

Reg. No.

Signature

Date

Total number of pages comprising cover sheet: 3

EXHIBIT A

Attorney Docket No.: M-9998-1P US
Client Reference No.: DP12

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we

Brian S. Medower	of	Boulder, Colorado
Ian R. Redmond	of	Boulder, Colorado
David H. Davies	of	Boulder, Colorado

hereby sell, assign and transfer to DataPlay, Inc., a Delaware corporation, having a place of business at 2560 55th Street, Boulder, Colorado 80301, its successors and assigns, the entire right, title and interest throughout the world in our invention in:

OPTICAL DATA STORAGE MEDIUM WITH ENHANCED CONTRAST

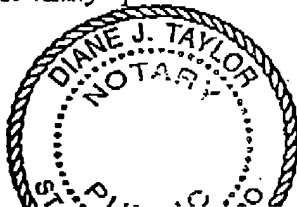
for which we filed a United States Patent Application on May 11, 2001, which now has Serial No. 09/854,333, and all patent applications and patents of every country for said invention, including divisions, reissues, continuations and extensions thereof, and all rights of priority resulting from the filing of said applications; we authorize the above-named assignee to apply for patents of foreign countries for said invention, and to claim all rights of priority without further authorization from us; we agree to execute all papers useful in connection with said United States and foreign applications, and generally to do everything possible to aid said assignee, their successors, assigns and nominees, at their request and expense, in obtaining and enforcing patents for said invention in all countries; and we request the Commissioner of Patents and Trademarks to issue all patents granted for said invention to the above-named assignee, its successors and assigns.

Executed this 7th day of August, 2001.

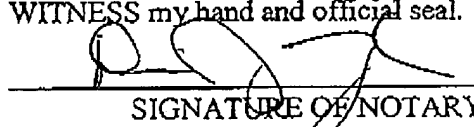

Brian S. Medower

State of Colorado)
) ss.
County of Boulder)

On 8-7-01 before me, Diane J. Taylor
personally appeared Brian S. Medower personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.


SIGNATURE OF NOTARY

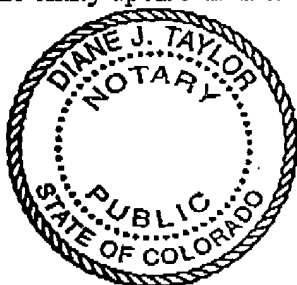
Attorney Docket No.: M-9998-1P US
Client Reference No.: DP12

Executed this 7th day of August, 2001.

State of Colorado)
County of Boulder) ss.

Ian R. Redmond
Ian R. Redmond

On 8-7-2001 before me, Diane J. Taylor
personally appeared Ian R. Redmond personally known to me or proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.



My Commission Expires 2/14/2005

WITNESS my hand and official seal.

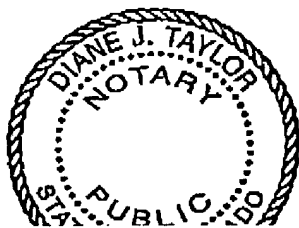
[Signature]
SIGNATURE OF NOTARY

Executed this 7th day of August, 2001.

State of Colorado)
County of Boulder) ss.

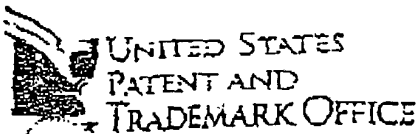
David H. Davies
David H. Davies

On 8-7-2001 before me, Diane J. Taylor
personally appeared David H. Davies personally known to me or proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY



MARCH 20, 2002

PTAS

 Chief Information Officer
 Washington, DC 20231
 www.uspto.gov

 SILICON VALLEY BANK
 SHANNON HUSBARD
 LOAN DOCUMENTATION HA155
 3063 TASMAN DR.
 SANTA CLARA, CA 95054


101971997A

 UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/29/2002

 REEL/FRAME: 012493/0423
 NUMBER OF PAGES: 12

BRIEF: SECURITY AGREEMENT

 ASSIGNOR:
 DATAPLAY, INC.

DOC DATE: 12/20/2001

 ASSIGNEE:
 SILICON VALLEY BANK
 3063 TASMAN DR.
 LOAN DOCUMENTATION HA155
 SANTA CLARA, CALIFORNIA 95054

 SERIAL NUMBER: 09315393
 PATENT NUMBER:

 FILING DATE: 05/20/1999
 ISSUE DATE:

 SERIAL NUMBER: 09753356
 PATENT NUMBER:

 FILING DATE: 03/15/2001
 ISSUE DATE:

 SERIAL NUMBER: 09753109
 PATENT NUMBER:

 FILING DATE: 12/29/2000
 ISSUE DATE:

 SERIAL NUMBER: 09527932
 PATENT NUMBER:

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 ISSUE DATE:

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012493/0422 PAGE 2

SERIAL NUMBER: 09721587
PATENT NUMBER:✓ FILING DATE: 11/22/2000 M-8531-12
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PATENT NUMBER:✓ FILING DATE: 09/10/1999 M-8532
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PATENT NUMBER:✓ FILING DATE: 08/31/2000
ISSUE DATE:

M-9802

SERIAL NUMBER: 09548128
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ISSUE DATE:

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ISSUE DATE:

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ISSUE DATE:

M-8535

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PATENT NUMBER:FILING DATE: 01/21/2000
ISSUE DATE:

M-8532-1P

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PATENT NUMBER:✓ FILING DATE: 04/24/2000
ISSUE DATE:

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M-8535-1P

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M-8383

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ISSUE DATE:

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ISSUE DATE:

M-8381

011492/7423 PAGE 3

SERIAL NUMBER: 09542510
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ISSUE DATE:

M-8582

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ISSUE DATE:

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ISSUE DATE:

M-8376

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ISSUE DATE:

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FILING DATE: 10/04/2000
ISSUE DATE:

M-8725

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PATENT NUMBER:

✓ FILING DATE: 10/04/2000
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ISSUE DATE:

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ISSUE DATE:

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ISSUE DATE:

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ISSUE DATE:

M-8535-2P

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FILING DATE: 12/21/2000
ISSUE DATE:

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PATENT NUMBER:

✓ FILING DATE: 12/05/2000
ISSUE DATE:

M-8746-1P

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M-12139

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ISSUE DATE: 09/02/1985

M-9803

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PATENT NUMBER:

✓ FILING DATE: 03/08/2001
ISSUE DATE:

M-8726-1P

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12:53/0423 PAGE 4

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ISSUE DATE:FILING DATE: 08/27/2001 M-12041
ISSUE DATE:FILING DATE: 08/27/2001 M-12042
ISSUE DATE:FILING DATE: 08/27/2001 M-12043
ISSUE DATE:MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

03-20-03 01:14pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.02 F-873

ASSIGNMENT

This Assignment ("Assignment") is effective as of the date of execution hereof by SILICON VALLEY BANK ("SVB") having a place of business at 3003 Tasman Drive, Santa Clara, California 95054, GATX VENTURES, INC ("GATX") having a place of business at 3687 Mt. Diablo Boulevard, Suite 200, Lafayette, California 94549, and SEQUEL ENTREPRENEURS' FUND II, L.P., in its capacity as Collateral Agent ("Sequel") having a place of business at 4430 Arapahoe Avenue, Suite 220, Boulder, Colorado 80303 (SVB, GATX and Sequel hereinafter collectively referred to as "Assignors"). The rights assigned herein will be owned by DPHI Acquisitions, Inc., a Delaware corporation, (hereinafter "Assignee"), with its principal place of business located at 2580 55th Street, Boulder, Colorado 80301.

WHEREAS, Assignors have acquired all rights, title and interest to technologies ("Technology") including, but not limited to, all versions of any software, firmware, hardware, chip layout and design, manufacturing processes, methods and system (including, without limitation, computer applications), ideas, inventions, disclosures, original works of authorship, developments, improvements, modifications, or enhancements, created, acquired and/or developed by or on behalf of DataPlay, Inc., including, without limitation, all object code and source code; all designs, drawings, specifications, models, data, algorithms, documentation, diagrams, flow charts and development plans, know-how and techniques, trade secrets and materials; all derivative works of the foregoing by whomever created (in object code, source code, or any other form and/or any media); and all tangible embodiments of the foregoing (in whatever form or media); and

WHEREAS, Assignors hereby desire to irrevocably assign to Assignee all rights, title and interest in and to the Technology.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors make the following assignment:

1. Assignors hereby irrevocably assign to Assignee all of Assignors' rights, title and interest in and to the Technology, said rights, title and interest including, but not limited to, all patent rights, copyrights, trademark rights, mask rights, trade secret rights and all other intellectual and industrial property rights anywhere in the world thereto, to have and to hold the same unto Assignee, its successors and assigns. In addition, Assignors hereby assign to Assignee and waives any and all moral rights Assignors may have in and to the Technology or any portion thereof.

2. Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in and to all patent applications and issued patents so derived from the Technology, together with any reissue, continuation, division, continuation-in-part or extension thereof, filed in the United States, as listed in Attachment A, and internationally, as listed in Attachment B. In addition, Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in all invention disclosures as listed in Attachment C.

3. At any time, and from time to time after the date of execution of this Assignment, Assignors shall forthwith, upon Assignee's request, take any and all steps to

03-20-03 01:14pm From HUTCHINSON BLACK and COOK, LLC

3034426503

T-826 P.03

F-073

execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution in Assignors' name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Technology that may accrue or have accrued in Assignors' favor from the respective date of creation of the Technology to the date of this Assignment. Assignors hereby declare that the foregoing power is coupled with an interest and is irrevocable.

5. To the extent, if any, that Assignors retain any right, title or interest with respect to the Technology or rights in any technology or materials that would be infringed by Assignee's use, sale, offer for sale, modification, making, maintenance, support, reproduction or distribution of any of the Technology, Assignors hereby grant to Assignee an exclusive, irrevocable, perpetual, fully paid-up, royalty-free, transferable, sublicensable, worldwide right and license to exploit and exercise all such technology and materials (2) to use, sell, offer to sell, modify, make, maintain, support, reproduce and distribute all or any portion of the Technology including, without limitation, the making of additions to or deletions from the Technology, regardless of the medium (now or hereafter known) into which the Technology may be modified.

6. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be wholly performed within California, without regard to conflicts of laws provisions thereof.

WITHOUT LIMITING IN ANY WAY THE PROVISIONS OF THE ASSET PURCHASE AGREEMENT DATED FEBRUARY 19, 2003, BETWEEN ASSIGNORS AND ASSIGNEE, INCLUDING THE ASSIGNORS' REPRESENTATIONS AND WARRANTIES SET FORTH THEREIN, ALL OF WHICH APPLY TO THIS ASSIGNMENT AND ALL OF WHICH TERMS OF THE ASSET PURCHASE AGREEMENT ARE APPLICABLE TO THIS ASSIGNMENT AND THE CONVEYANCE OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE TECHNOLOGY; THE CONDITION, DESIGN, OR QUALITY OF THE TECHNOLOGY; THE FITNESS OF THE TECHNOLOGY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE TECHNOLOGY; COMPLIANCE OF THE

03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-926 P.04/27 F-873

TECHNOLOGY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE TECHNOLOGY OR THE CONFORMITY OF THE TECHNOLOGY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE TECHNOLOGY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TECHNOLOGY. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNORS HAVE MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE TECHNOLOGY.

ASSIGNORS SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER (INCLUDING LICENSEES OR PURCHASERS OF ALL OR ANY OF THE TECHNOLOGY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE TECHNOLOGY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE TECHNOLOGY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNORS' OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE TECHNOLOGY.

Assignee acknowledges that Assignors have made no representation or warranty concerning the location of the Technology nor whether all of the Technology is in existence or operational. ASSIGNEE PURCHASES THE TECHNOLOGY AS IS AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Technology subject to the terms of this Assignment.

Assignee agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Technology or as a result of the ownership or sale of the Technology, except as expressly provided otherwise in the Asset Purchase Agreement. Assignee hereby agrees to hold Assignors harmless from and against any and all taxes, that are now existing or are hereafter incurred, assessed or imposed on the Technology or as a result of the ownership of the Technology.

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03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

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T-826 P.05/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: 3-4-2003

Marla Johnson
Signature of Assignor

Marla Johnson, Senior Vice President
Printed Name and Title

GATX VENTURES, INC.

Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

03-20-03 01:15pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.06/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK


Date: _____

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.

Date: 3-4-2003



Signature of Assignor

CARL F. SWANSON, VP

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

SEP. 15. 2003 3:59PM

MACPHERSON KWOK CHEN

NO. 558 P. 17

03-20-03 01:16pm From HUTCHINSON BLACK and COOK, LLC

3034426593

T-826 P.07/27 F-873

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: _____

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.


Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: 3-5-03



Signature of Assignor

John T. GREFF MANAGER

Printed Name and Title